CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

This Class Action and PAGA Settlement Agreement (the "Agreement" or "Settlement") is made by and between Plaintiffs Courtney Tolbert, Virginia Brew, Tony Grosbeier, Timothy Mellen, and D C Snyder (collectively, "Plaintiffs"), on the one hand, and Defendant Rocket Mortgage, LLC ("Defendant"), on the other hand (Plaintiffs and Defendant are collectively referred to as, "Parties," or individually as "Party"). Subject to the approval of the Court, this action is hereby compromised and settled pursuant to the terms and conditions set forth below.

1. DEFINITIONS

1.1. "Action" means the Plaintiffs' putative class and representative action against Defendant, captioned *Courtney Tolbert, Virginia Brew, Tony Grosbeier, Timothy Mellen, and D C Snyder v. Rocket Mortgage, LLC*, Case No. 24-CIV-00893, initiated on February 15, 2024, and pending in the Superior Court of the State of California, County of San Mateo.

1.2. "Administrator" means the neutral entity the Parties have agreed to appoint to administer the Settlement, as provided in Paragraph 8.1 below.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Class" means all of Defendant's current and former non-exempt employees who have worked in California during the Class Period, as defined below.

1.5. "Class Counsel" means Matthew Righetti and John Glugoski of Righetti Glugoski, P.C., and Reuben Nathan of Nathan & Associates, A.P.C.

1.6. "Class Counsel Fees Payment" and **"Class Counsel Litigation Expenses Payment"** mean the amounts approved by the Court for reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.7. "Class Data" means Class Member identifying information in Defendant's possession including each Class Member's (1) name; (2) last-known mailing address; (3) social security number; and (4) either dates worked for Defendant in California or number of Workweeks, as defined below.

1.8. **“Class Member”** or **“Settlement Class Member”** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

1.9. **“Class Member Address Search**” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10. **“Class Notice”** means the Court Approved Notice of Class and PAGA Action Settlement, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.11. **“Class Period”** means the period from June 21, 2019, through the date of preliminary approval of the Settlement.

1.12. **“Class Representatives”** mean the named Plaintiffs in the Action seeking Court approval to serve as Class Representatives.

1.13. **“Class Representative Service Payments**” means the payments approved by the Court to the Class Representatives for initiating the Action, providing services in support of the Action, and in consideration for providing the general releases described in Paragraph 6.1 below.

1.14. **“Class Settlement”** means the settlement and release of Released Class Claims by Class Members, as defined below.

1.15. **“Court”** means the Superior Court of California, County of San Mateo.

1.16. **“Defendant”** means the named Defendant, Rocket Mortgage, LLC.

1.17. **“Defense Counsel”** means Eric J. Gitig, Martin P. Vigodnier, and Nareg A. Kourouyan of Jackson Lewis P.C.

1.18. **“Effective Date”** means the date when all of the following events have occurred: (1) the Agreement has been executed by all Parties, Class Counsel and Defense Counsel; (2) Tolbert’s action has been dismissed in its entirety without prejudice; (3) Snyder’s lawsuit has been dismissed in its entirety without prejudice; (4) Plaintiffs’ have filed a First Amended Complaint in the Action, as described in Paragraph 3.3 below; (5) the Court has granted Preliminary Approval of the Settlement; (6) the Class Notice has been mailed to the Settlement Class, providing them with an opportunity to object to the terms of this Settlement or opt out of the Settlement; (7) the Court has held a formal fairness hearing and entered a Final Approval Order and Judgment certifying the Settlement Class, dismissing the Action with prejudice, and approving the Settlement, including the PAGA Settlement; (8) Plaintiff has provided notice of the PAGA Settlement and the Court's approval of the PAGA Settlement to the LWDA in accordance with Labor Code section 2698, et seq.; (9) sixty-five (65) days have passed since the Court has entered a Final Approval Order and Judgment; and (10) in the event there are written objections filed prior to the final fairness hearing which are not later withdrawn or denied, the later of the following events: five (5) business days after the period for filing any appeal, writ or other appellate proceeding opposing Final Approval has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing Final Approval has been filed, five (5) business days after any appeal, writ or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.19. **"Final Approval"** means the Court's order granting final approval of the Settlement.

1.20. **"Final Approval Hearing"** means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. **"Final Judgment"** means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. **"Gross Settlement Amount"** means Four Million Five Hundred Thousand Dollars and Zero Cents ($4,500,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, the PAGA Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator's Expenses as approved by the Court.

1.23. **"Individual Class Payment"** means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. **"Judgment"** means the judgment entered by the Court based upon the Final Approval.

1.25. **"LWDA Payment"** means seventy-five percent (75%) of the PAGA Payment that will be distributed to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA.

1.26. **"Net Settlement Amount"** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.27. **"Non-Participating Class Member"** means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.28. **"PAGA"** means the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, et seq.

1.29. **"PAGA Employee"** means those Class Members who worked as non-exempt employees for Defendant in California during the PAGA Period, as defined below. The Parties agree that there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA Settlement and the associated release of claims and rights under PAGA.

1.30. **"PAGA Payment"** means the amount to be paid from the Gross Settlement Amount in settlement and satisfaction of Plaintiffs' claims against Defendant under PAGA, of which seventy-five percent (75%) shall be paid to the LWDA ("LWDA Payment") and twenty-five percent (25%) shall be paid to PAGA Employees according to Pay Periods PAGA Employees worked during the PAGA Period ("Individual PAGA Payments").

1.31. **"PAGA Period"** means the period from April 14, 2021, through the date of preliminary approval of the Settlement.

1.32. **"PAGA Settlement"** means the settlement and release of Released PAGA Claims by PAGA Employees, as defined below.

1.33. **"Participating Class Member"** means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.

1.34. **"Pay Period"** means any pay period during the PAGA Period which a PAGA Employee worked for Defendant in California for at least one day.

1.35. **"Plaintiffs"** means the named Plaintiffs, Courtney Tolbert, Virginia Brew, Tony Grosbeier, Timothy Mellen, and D C Snyder.

1.36. **"Preliminary Approval"** means the Court's Order Granting Preliminary Approval of the Settlement.

1.37. **"Released Claims"** means the claims being released in the Settlement, which includes the Released Class Claims, Released PAGA Claims, and Released Individual Claims, as described in Paragraph 6 below.

1.38. **"Released Class Claims"** means the claims being released in the Class Settlement, as described in Paragraph 6.2 below.

1.39. **"Released Plaintiff's Claims"** means the general release of claims by the Class Representatives, as described in Paragraph 6.1 below.

1.40. **"Released PAGA Claims"** means the claims being released in the PAGA Settlement, as described in Paragraph 6.3 below.

1.41. **"Released Parties"** means Defendant and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies (including, without limitation, Rocket Companies, Inc.), shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defense Counsel of record in the Action.

1.42. **"Request for Exclusion"** means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. **"Response Deadline"** means forty-five (45) days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) days beyond the Response Deadline expiration date.

1.44. **"Settlement"** means the disposition of the Action effected by this Agreement and the Judgment.

1.45. **"Workweek"** means any week during the Class Period which a Class Member worked for Defendant in California for at least one day.

2. <u>RECITALS</u>

2.1. On April 14, 2022, Plaintiff D C Snyder ("Snyder") submitted a notice to the LWDA to advise of his intent to file a civil action against Defendant under PAGA.

2.2. On June 21, 2022, Snyder filed a complaint against Defendant in Los Angeles County

Superior Court alleging a single cause of action under PAGA (Case No.: 22STCV37612). Snyder's complaint sought to recover PAGA civil penalties based on the following alleged violations of the California Labor Code: (1) unpaid minimum wage; (2) unpaid overtime; (3) meal periods; (4) rest periods; (5) inaccurate wage statements; (6) waiting time penalties; (7) unreimbursed business expenses; (8) failure to provide written compensation agreements; (9) false or misleading advertisements, solicitations, or communications regarding compensation or commissions which may be earned; (10) failure to keep accurate and complete payroll records; (11) failure to produce personnel, time, and pay records; (12) "standard conditions of labor violations"; (13) willful refusal to pay wages; (14) statutory wage violations; (15) unlawful payroll deductions; (16) paid sick leave violations; and (17) unlawful agreements regarding background checks and unlawful criminal history inquiries.

2.3. On June 21, 2023, Plaintiff Courtney Tolbert ("Tolbert") filed a putative class action complaint against Defendant in Riverside County Superior Court (Case No.: CVRI2303158) alleging the following causes of action: (1) unpaid minimum wage; (2) unpaid overtime; (3) improper meal periods; (4) improper rest periods; (5) unlawful deductions; (6) inaccurate wage statements; (7) waiting time penalties; (8) failure to reimburse business expenses; and (9) unfair competition. Defendant subsequently removed Tolbert's complaint to the United States District Court for the Central District of California (Case No. 5:23-cv-01450 MCS (PVCx)).

2.4. On December 1, 2023, Plaintiffs Virginia Brew, Tony Grosbeier, and Timothy Mellen (collectively, the "Brew Plaintiffs") submitted a notice to the LWDA to advise of their intent to file a civil action against Defendant under PAGA.

2.5. On February 15, 2024, the Brew Plaintiffs commenced the instant Action by filing a complaint against Defendant in San Mateo County Superior Court alleging a single cause of action under PAGA (Case No.: 22STCV37612). The Brew Plaintiffs' complaint sought to recover PAGA civil penalties based on the following alleged violations of the California Labor Code: (1) waiting time penalties; (2) failure to furnish and provide accurate, itemized, wage statements; (3) failure to reimburse business expenses; (4) failure to provide compliant rest and meal breaks or provide compensation for non-compliant rest and meal breaks; (5) failure to pay all wages owed for all hours worked, including the required minimum wage and overtime compensation for all overtime hours worked at the appropriate rate;

(6) failure to provide employees each pay period with the amount of available paid sick leave (or paid time off an employer provides in lieu of sick leave) on the designated pay date with the employee's payment of wages; and (7) unlawful deductions.

2.6. On March 7, 2024, Plaintiffs and Defendant, by and through Class Counsel and Defense Counsel respectively, participated in an all-day mediation presided over by Steven Mehta, Esq. While a resolution was not reached at the mediation, the Parties continued to engage in arms'-length negotiations and ultimately reached an agreement in principle on March 25, 2024, to resolve all claims asserted or that could have been asserted by Plaintiffs in their respective lawsuits.

2.7. Prior to mediation, Plaintiffs obtained, through formal discovery, time records, pay records, and other information relating to the size and scope of the Class, as well as data permitting Plaintiffs to fully understand the nature and scope of the allegations. Plaintiffs' believe their investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

3. <u>CONDITIONS PRECEDENT TO SETTLEMENT</u>

3.1. In the interest of judicial economy given the proposed settlement and the number of cases involved, the United States District Court for the Central District of California (Hon. Mark Scarsi) dismissed Case No. 5:23-cv-01450 MCS (PVCx) without prejudice.

3.2. In the interest of judicial economy given the number of cases involved, Snyder will dismiss the action pending as Los Angeles County Superior Court Case No. 22STCV20293 without prejudice.

3.3. Plaintiffs will file a First Amended Complaint in the Action that adds (i) Snyder and Tolbert as named Plaintiffs; (ii) nine (9) causes of action on behalf of the putative Class for unpaid minimum wage, unpaid overtime, improper meal periods, improper rest periods, unlawful deductions, inaccurate wage statements, waiting time penalties, failure to reimburse business expenses, and unfair competition; (iii) all alleged violations of the California Labor Code set forth in Snyder's PAGA action, including claims under Labor Code sections 200-204, 210, 212, 216, 218.5, 221-224, 225.5, 226, 226.3, 226.6, 226.7, 233, 234, 245-248.5, 256, 432, 432.5, 432.7, 500-508, 510, 512, 515, 558, 558.1, 976, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.3, 1198.5, 1199, 2699, 2751, 2800, 2802, 2804, and 2810.5, California Industrial Commission

Wage Orders, and including all claims for or related to alleged failure to pay minimum or straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage statements, failure to maintain required records, failure to produce records, failure to reimburse necessary business expenditures, failure to provide timely wages owed upon separation, failure to timely pay wages, failure to provide sick pay, failure to adopt a compliant sick pay or paid time off policy, failure to provide written commission agreements, Violations of Labor Code §§ 976, 1198, 1199, and 2751, Violations of Labor Code §§ 500-508 and 2810.5, failure to pay for all hours worked at the proper wage rate, unlawful deductions, unlawful financial and criminal background checks, statutory wage violations, and standard conditions of labor violations, and (iv) a cause of action for unpaid minimum wage and overtime under the Fair Labor Standards Act ("FLSA"). Rocket Mortgage LLC will be the only Defendant named in the First Amended Complaint.

4. MONETARY TERMS

4.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay Four Million Five Hundred Thousand Dollars and Zero Cents ($4,500,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 5.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

4.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

4.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) total and Release Payments of not more than Thirty Thousand Dollars and Zero Cents ($30,000.00), in addition to any Individual Class Payments and Individual PAGA Payments the Class Representatives are entitled to receive in connection with the Settlement. Specifically, Plaintiffs will seek Court approval for the following (i) Class Representative Service

Payments: Ten Thousand Dollars and Zero Cents ($10,000.00) to Tolbert; Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) to Snyder; and Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) to each of the Brew Plaintiffs; and (ii) Release Payments: Fifteen Thousand Dollars and Zero Cents ($15,000.00) to Tolbert; Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) to Snyder; and Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) to each of the Brew Plaintiffs. Defendant will not oppose Plaintiff's requests for Class Representative Service Payments or Release Payments that do not exceed these amounts. Plaintiffs will seek Court approval for any Class Representative Service Payments and Release Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payments and/or Release Payments for less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments and Release Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on their Class Representative Service Payments and Release Payments and hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

4.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be One Million Five Hundred Thousand Dollars and Zero Cents ($1,575,000.00) and a Class Counsel Litigation Expenses Payment of not more than Two Hundred Thousand Dollars and Zero Cents ($200,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs will seek Court approval for any Class Counsel Fee Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses for less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

4.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $10,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $10,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

4.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. Each Participating Class Member will be entitled to receive an Individual Class Payment equal to at least one (1) Workweek.

4.2.4.1. Tax Allocation of Individual Class Payments: 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The other 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments: Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4.2.5. To the LWDA and Aggrieved Employees: The PAGA Payment not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00), with seventy-five percent (75%) allocated to the LWDA as the LWDA Payment and twenty-five percent (25%) allocated to the Individual PAGA Payments. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4.2.5.1. The Individual PAGA Payments will be calculated by (a) dividing the PAGA Employees' twenty-five percent (25%) share of the PAGA Payment ($62,500.00) by the total number of

Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's Pay Periods. Each PAGA Employee will be entitled to receive an Individual PAGA Payment equal to at least one (1) Pay Period. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

5. <u>SETTLEMENT FUNDING AND PAYMENTS</u>

5.1. <u>Class Data.</u> Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access of the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Administrator shall not be permitted to share any Class Data with Plaintiffs, Class Counsel, or any other individual or entity absent express written approval by Defendant or Defense Counsel. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

5.2. <u>Funding of Gross Settlement Amount</u>. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

5.3. <u>Payments from the Gross Settlement Amount</u>. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the LWDA Payment, the Individual PAGA Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments and Release Payments. Disbursement of the LWDA Payment, the Individual PAGA Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses

Payment, and the Class Representative Service Payments and Release Payments shall not precede disbursement of Individual Class Payments.

5.3.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (one hundred eighty (180) days after the date of mailing) when the check will be voided (the "void date"). The Administrator will send checks for (i) Individual Settlement Payments to all Participating Class Members and (ii) Individual PAGA Payments to all PAGA Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

5.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.3.3. A postcard will be mailed by the Settlement Administrator to all Class Members with checks that remain uncashed ninety (90) days after issuance to notify those Class Members about the upcoming void date.

5.3.4. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose Individual Class Payment check or Individual PAGA Payment Check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384(b).

5.3.5. The payment of Individual Class Payments and/or Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASE OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs, Class Members, Class Counsel, and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. In addition to the Released Class Claims and Released PAGA Claims, as described below, and in exchange for the Class Representative Service Payments and Release Payments described in Paragraph 4.2.1 above, each Plaintiff and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: any and all claims, known and unknown, asserted and not asserted, which each Plaintiff has or may have against the Released Parties as of the date of execution of this Agreement ("Plaintiffs' Released Claims"). Plaintiffs' Released Claims include, but are not limited to, all of the Released Class Claims, and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Each Plaintiff acknowledges that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

6.1.1. Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, each Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> *A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.*

6.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims under state, federal or local law, whether statutory, common law or administrative law, that were alleged, or reasonably could have been alleged, based on the allegations set forth in the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, claims under California Labor Code sections 201-204, 218, 221, 223, 224, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2800 et. seq., 2802, 2751, California Industrial Commission Wage Orders, the California Code Regulations, and Business and Professions Code sections 17200, et seq., and including all claims for or related to alleged failure to pay minimum wages, failure to pay overtime wages and double time wages, failure to provide meal periods, failure to provide rest periods, unlawful deductions, failure to provide accurate and itemized wage statements, failure to provide timely wages owed during employment and upon separation, failure to reimburse business expenses, and unfair competition, including, but not limited to, claims for injunctive relief, liquidated damages, penalties of any nature, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint during the Class Period ("Released Class Claims"). Those Participating Class Members who cash, deposit, or otherwise negotiate their Individual Class Payment checks will be deemed to have opted in for purposes of the Fair Labor Standards Act ("FLSA") and to have, thereby, released the Released Parties of all minimum wage and overtime claims which arose from June 21, 2020, through the date of Preliminary Approval of the Settlement. In addition, Individual Class Payment checks will contain the following printed notice advising Participating Class Members that they are opting in to the Settlement and releasing their minimum wage and overtime claims under the FLSA by cashing, depositing or otherwise negotiating their Individual Class Payment checks: "BY CASHING THIS CHECK YOU ARE AGREEING TO THE TERMS OF THE SETTLEMENT REACHED IN TOLBERT ET AL. V. ROCKET MORTGAGE, LLC, CASE NO. 24-CIV-00893, AND AGREE TO OPT-IN TO THE SETTLEMENT AND TO RELEASE

CLAIMS UNDER THE FAIR LABOR STANDARDS ACT PURSUANT TO THE SETTLEMENT." Other than the claims identified above, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3. Release by PAGA Employees. All PAGA Employees (including any Class Members who validly opt out of the Class Settlement), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the LWDA, release the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the allegations set forth in Plaintiffs' notices to the LWDA (as described in Paraphs 2 above), the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, alleged violations of California Labor Code sections 200-204, 210, 212, 216, 218.5, 221-224, 225.5, 226, 226.3, 226.6, 226.7, 233, 234, 245-248.5, 256, 432, 432.5, 432.7, 500-508, 510, 512, 515, 558, 558.1, 976, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.3, 1198.5, 1199, 2699, 2751, 2800, 2802, 2804, and 2810.5, California Industrial Commission Wage Orders, and the California Code Regulations, and including all claims for or related to alleged failure to pay minimum or straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage statements, failure to maintain required records, failure to produce records, failure to reimburse necessary business expenditures, failure to provide timely wages owed upon separation, failure to timely pay wages, failure to provide sick pay, failure to adopt a compliant sick pay or paid time off policy, failure to provide written commission agreements, Violations of Labor Code §§ 976, 1198, 1199, and 2751, Violations of Labor Code §§ 500-508 and 2810.5, failure to pay for all hours worked at the proper wage rate, unlawful deductions, unlawful financial and criminal background checks, statutory wage violations, standard conditions of labor violations, interest, fees, costs, as well as all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint during the PAGA Period ("Released PAGA Claims").

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

7.1. Plaintiffs' Responsibilities. At least three (3) business days prior to filing the Motion for Preliminary Approval, Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval of the Class Settlement and approval of the PAGA Settlement under Labor Code section 2699(f)(2), including drafts of the notice, memorandum in support, declarations in support, and proposed Order Granting Preliminary Approval. The proposed Order Granting Preliminary Approval shall be approved by Defense Counsel prior to Plaintiffs filing the proposed Order with the Court. Plaintiffs will attempt to incorporate any and all of Defense Counsel's revisions to the drafts of the notice and memorandum in support. In the event Plaintiffs disagree with any of Defense Counsel's revisions, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements prior to the Motion for Preliminary Approval being filed with the Court.

7.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, in an attempt to modify the Agreement and otherwise satisfy the Court's concerns if possible.

8. SETTLEMENT ADMINISTRATION.

8.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

8.4.1. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after Defendant delivers the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database and any other commercially reasonable methods to update current address information.

8.4.2. Not later than five (5) days after the Administrator's receipt of any Class Notice returned by USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a further Class Member Address Search, and re-mail the Class Notice to the most current addresses obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by USPS a second time.

8.4.3. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.4. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a signed letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and which must include the Class Member's name, address, email address or telephone number, and last four digits of his or her Social Security Number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA Settlement and the associated release of claims and rights under PAGA, and further PAGA claims are subject to claim preclusion upon entry of Judgment, Non-Participating Class Members who are PAGA Employees will be deemed to have released the Released PAGA Claims described in Paragraph 6.3 of this Agreement and will remain eligible for an Individual PAGA Payment.

8.6. <u>Challenges to Calculation of Workweeks and/or Pay Periods.</u> Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. To be valid, a challenge to the calculation of Workweeks and/or Pay Periods must be in writing, be postmarked or fax stamped and returned to the Settlement Administrator at the specified address or fax telephone number below, and contain: (1) the Settlement Class Member's full name, signature, address, telephone number, and the last four digits of his/her Social Security number; (2) the number of workweeks the Settlement Class Member contends is correct; and (3) any evidence supporting his/her contention. The date of the postmark on the return mailing envelope or fax stamp shall be the exclusive means used to determine whether the challenge was timely submitted. The Administrator must encourage the challenging Class Member to submit supporting documentation and Defendant may also provide the Administrator with additional records regarding the challenging Class Member's employment history in connection with the Administrator's review. The Administrator's determination of each Class Member's allocation of Workweeks and Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7. Objections to Settlement.

8.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments and Release Payments.

8.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing at their own expense and, in that event, the Participating Class Member objecting to the settlement and his/her attorneys (if any) shall provide the Court the case number(s) and court(s) for each case where the Participating Class Member and his/her attorneys (if any) filed an objection to a class action settlement within the last five (5) years. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

8.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1. Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2. Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6. Final Report by Settlement Administrator. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

9. WORKWEEK ESTIMATE AND ESCALATOR CLAUSE. Based on a review of its records, Defendant estimated for purposes of mediation that there were approximately 644 Class Members who collectively worked an estimated total of 40,803 Workweeks between the beginning of the Class Period and March 7, 2024. If, at the end of the Class Period, the actual total Workweeks worked by the Class Members during the Class Period exceeds this figure by more than 10% (i.e., if there are 44,884 or more total Workweeks), Defendant, at its sole discretion, shall either: (i) increase the Gross Settlement Amount on a proportional basis for those Workweeks worked in excess of ten percent (10%) of the current 40,803 estimate (i.e., if there is a twelve percent (12%) increase in the total Workweeks, Defendant shall increase the Gross Settlement Amount by two percent (2%)), or (ii) elect to cut off the Class Period as of the date the total Workweeks worked by Class Members during the Class Period does not exceed ten percent (10%) of the 40,803 estimate (i.e., so that the total Workweeks is at or below 44,883).

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members and/or if the combined Workweeks worked by Class Members who timely exclude themselves amounts to ten precent (10%) or more of the total Workweeks worked by all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. **<u>MOTION FOR FINAL APPROVAL</u>**. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA Settlement under Labor Code section 2699(1), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of all documents to be filed, including drafts of the notice, memorandum in support, declarations in support, and proposed Final Approval Order and Judgement, at least three (3) business days prior to filing the Motion for Final Approval. The proposed Final Approval Order and Judgement shall be approved by Defense Counsel prior to Plaintiffs filing the proposed Final Approval Order and Judgement with the Court. Plaintiffs will attempt to incorporate any and all of Defense Counsel's revisions to the drafts of the notice and memorandum in support. In the event Plaintiffs disagree with any of Defense Counsel's revisions, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements prior to the Motion for Final Approval being filed with the Court.

11.1. <u>Response to Objections</u>. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. <u>Duty to Cooperate</u>. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval if possible. The Court's decision to award less than the amounts requested for the PAGA Payment, Class Representative Service Payments and/or Release Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. <u>Continuing Jurisdiction of the Court</u>. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant or any other Released Party that any of the allegations in this Action have merit or that Defendant or any other Released Party has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs and Class Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or make any public disclosures of any kind regarding the Settlement, including but not limited to postings on Class Counsel's website and postings on any social media sites/outlets, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in any related matters; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiffs and Class Counsel agree to immediately notify Defense Counsel of any judicial or agency order, inquiry, or subpoena seeking such information within two (2) business days of Plaintiffs and/or Class Counsel's receipt of any such order, inquiry, or subpoena. Plaintiffs and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication unrelated to Plaintiffs' efforts to obtain approval of this Settlement, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Class Counsel will take all steps necessary to ensure Plaintiffs are aware of and adhere to the restriction against any public disclosures regarding the Settlement. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. The Parties agree that the provisions in this Paragraph are material terms of this Settlement Agreement.

13.3. Confidentiality After Preliminary Approval. Class Counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships, either before or after the Motion for Preliminary Approval is filed. Following preliminary approval of the Settlement, Plaintiffs and Class Counsel shall issue no press release, and shall not post or display information, opinions, statements or content on any social media site (like Facebook, Twitter etc.), website, or blog, regarding this Settlement Agreement or this Action. This prohibits any posting on Class Counsel's website concerning this Action or this Settlement Agreement with the exception of the posting of the Class Notice, the deadline to opt out of the settlement, object to the settlement or dispute workweek calculations, and the date, time and location of the Final Approval hearing, which may be posted during the period between the date the Court grants preliminary approval of the Settlement through the date the Court grants final approval of the Settlement. In the event that Plaintiffs or Class Counsel receives any inquiry from a third party about this litigation or its termination, Plaintiffs and Class Counsel may state only that "the matter was resolved." Class Counsel will take all steps necessary to ensure Plaintiffs are aware of and adhere to the restriction against initiating any media comment. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. The Parties agree that the provisions in this Paragraph are material terms of this Settlement Agreement.

13.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit(s) shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

13.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.12. Released Parties are Third-Party Beneficiaries. All Released Parties are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Released Party as against Plaintiffs, Participating Class Members, or PAGA Employees, or any party acting on Plaintiffs, Participating Class Members', and/or or PAGA Employees' behalf.

13.13. Plaintiffs' Waiver of Right to Be Excluded. Plaintiffs agree that by signing this Agreement, they will be bound by the terms herein, including the general release described in Paragraph 5.1 above. Plaintiffs further agree that, upon signing this Agreement, they will not request to be excluded from this Settlement and that any such request for exclusion by Plaintiffs will be void and of no force or effect.

13.14. Applicable Law. All terms and conditions of this Agreement and its exhibit(s) will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

13.15. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.16. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.17. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.18. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.19. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

13.20. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.21. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: 6/5/2024

COURTNEY TOLBERT

DocuSigned by:
Courtney Tolbert
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DATED: 6/4/2024

VIRGINIA BREW

DocuSigned by:
Virginia Brew
BAC64C09C1BB450...

DATED: 6/5/2024

TONY GROSBEIER

DocuSigned by:
Tony Grosbeier
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DATED: 6/5/2024

TIMOTHY MELLEN

DocuSigned by:
Timothy Mellen
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DATED: 6/5/2024

D C SNYDER

DocuSigned by:
D C Snyder
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DATED: ______________________

ROCKET MORTGAGE, LLC

____

By: ______________________

Title: ______________________

Approved as to form and content:

DATED: 6/4/2024

RIGHETTI GLUGOSKI, P.C.
NATHAN & ASSOCIATES, A.P.C.

DocuSigned by:
Matthew Righetti
CD11929C76BD477...

MATTHEW RIGHETTI

upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: ______________________ **COURTNEY TOLBERT**

____

DATED: ______________________ **VIRGINIA BREW**

____

DATED: ______________________ **TONY GROSBEIER**

____

DATED: ______________________ **TIMOTHY MELLEN**

____

DATED: ______________________ **D C SNYDER**

____

DATED: 6/19/2024 **ROCKET MORTGAGE, LLC**

____

By: Austin Niemiec

Title: CRO

Approved as to form and content:

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